IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

HECEIVED CENTRAL FAX CENTER

In Re Application of:

SEP 2 9 2006

Gregory Homann et al.

1732 Art Unit:

Serial No:

10/709388

Examiner: Suzanne E. McDowell

Filed:

April 30, 2004

For:

GAS PIN WITH THERMOCOUPLE FOR

GAS ASSISTED INJECTION MOLDING

Attorney Docket No.:

LC 0150 PUS

I hereby certify that this correspondence is being deposited with the United States Patent Office via facsimile to (571) 273-8300 on:

> a 2a 06 Date of Deposit

Signature

TERMINAL DISCLAIMER

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Lear Corporation (hereinafter "Lear") having its principal place of business at 21557 Telegraph Road, Southfield, Michigan 48034, in the County of Oakland and the State of Michigan, represents that it is the owner of the full (100%) and exclusive right, title, and interest in the above-identified patent application Serial No. 10/709,388 filed on April 30, 2004, for "GAS PIN WITH THERMOCOUPLE FOR GAS ASSISTED INJECTION MOLDING" as evidenced by the records of the United States Patent Office. Lear also represents that it is the 100% owner of patent application Serial No. 10/709,390 which was filed on April 30, 2004.

10/02/2006 TL0111 03098880 580476

10709388

01 FC:1814

139.09 DA

U.S.S.N. 10/709,388

-2-

Lear hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent application Serial No. 10/709,390. Lear hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on U.S. patent application Serial No. 10/709,390 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Lear does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further

P.03/03

RECEIVED
CENTRAL FAX CENTER

U.S.S.N. 10/709,388

-3-

SEP 2 9 2006

LC 0150 PUS

that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application of any patent issues thereon.

The undersigned is an attorney of record.

The terminal disclaimer fee of \$130.00 pursuant to 37 CFR 1.20(d) is being submitted herewith.

The Commissioner is authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 50-0476.

Respectfully submitted,

ARTZ & ARTZ

John A. Artz

Registration No. 25,824

28333 Telegraph Road, Ste. 250

Southfield, MI 48034

(248) 223-9500

Date: September 26, 2006